



CITY OF ROCKVILLE
111 Maryland Avenue
Rockville, MD 20850

REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

WHEN MAKING INQUIRIES, PLEASE REFERENCE QUOTE #: RFQ 039 FY16	DATE: 05/16/2016
QUOTATION DUE DATE AND TIME: 05/31/2016	WE REQUIRE DELIVERY/SERVICE TO BEGIN BY: 06/30/2016
<u>FAX/MAIL QUOTATION TO:</u> Jessie J. Woods Buyer City of Rockville, Purchasing 111 Maryland Avenue Rockville, MD 20850 FAX: 240-314-8439 PHONE: 240-314-8431 <u>TECHNICAL CONTACT:</u> Theresa Broad, Office Manager PHONE: 240-314-8918 tbroad@rockvillemd.gov EMAIL OR FAX THE REQUIRED FORMS AND SPECIFICATIONS/LITERATURE OF PRODUCTS OFFERED. OFFERORS ARE RESPONSIBLE FOR THE TIMELY RETURN OF THIS QUOTATION. QUOTED PRICE(S) MUST INCLUDE FREIGHT, FOB, ROCKVILLE, MARYLAND. INSIDE DELIVERY <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<u>REQUIREMENTS CONTRACT FOR BALLISTIC GLASS INSTALL AT THE POLICE DEPARTMENT ADMINISTRATIVE BUILDING</u>	
<u>Vendors, return by email or fax to 240-314-8439:</u> 1) This page, bottom portion completed, 2) Quote Pricing Page, page 4 3) References, page 12 4) Affidavit, page 13 5) W-9, completed, see link below	

W-9 Form Required

Each bidder shall submit a completed W-9 form with their quote. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be down loaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

PAYMENT TERMS: NET 30	DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER
PROMPT PAYMENT DISCOUNT: ____% FOR PAYMENT WITHIN ____ DAYS	
COMPANY LEGAL NAME: _____	
ADDRESS: _____	
SUBMITTED BY: _____	
SIGN YOUR NAME AND TITLE _____ DATE _____	
PRINT YOUR NAME AND TITLE _____	
TELEPHONE# _____	FAX # _____
E-MAIL ADDRESS: _____ FEDERAL ID#/OR SS# _____	

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND 20850**

RFQ 039 FY16

**REQUIREMENTS CONTRACT FOR INSTALLATION OF BALLISTIC GLASS AT THE POLICE
DEPARTMENT ADMINISTRATIVE BUILDING**

1. SCOPE OF WORK

Furnish all labor, equipment, and material necessary to install Level IIA Polycarbonate security glass that meet current NIJ industry standards for two (2) customer service windows located at the Rockville City Police Department, 2 W. Montgomery Ave., Rockville, Maryland 20850.

2. PRICING

All prices offered herein shall be held firm against any increase for the duration of this agreement.

No payment for travel time to or from the job sites shall be charged.

3. SAFETY AND CLEANLINESS

Contractor shall maintain a neat, clean, and safe environment during all work performed on behalf of the City. All vehicles, trailers, and other equipment must be in proper working order and neat and clean in appearance.

Employees of contractor shall be of neat appearance and conduct themselves in a professional manner while working for the City of Rockville. Whenever the contractor leaves a location, that location shall be clean, safe, and free of any tools and other materials related to the work.

4. DEBRIS REMOVAL

Contractor is responsible for removing any debris from installation and clean up.

Contractor is responsible for any disposal costs.

5. SUBCONTRACTING

There shall be **NO** subcontracting or assignment of work delegation.

6. CONTRACTOR AND EMPLOYEE REQUIREMENTS

The contractor is to perform all specified work using skilled workers supervised and directly employed by the contractor. Materials and equipment furnished by the contractor shall conform in strength, quality of material, appearance, and workmanship to that which is usually provided by contractors in this trade.

The Contractor shall have a minimum of three (3) years of experience performing these services.

Employees of the contractor must be in uniform and display a neat and clean appearance. All employees must be pleasant and courteous to the public and City staff during all work. Contractor is required to have a staff member who is fluent in English present at all times.

7. SITE VISIT OF INSTALLATION AREA REQUIRED

Due to the historic nature of the building, all bidders are required to conduct an on-site visit to examine, photograph and measure the existing window openings prior to the submission of their quotes. Installation of the glass may not alter the historical aspect of the building. Any bidder who fails to make such an examination shall do so at their own risk and shall not be granted relief due to errors, omissions, oversight, or lack of familiarity with the project requirements. Available dates and times for site visits are as follows: 05/18/16, 5/20/16, 5/23/16, 5/25/16, and 5/27/16 from 10:00 a.m. until 1:00 p.m.

8. REFERENCES

All bidders are required to provide at least three (3) references for similar services provided within the last three (3) years on the attached City's Reference Form and submit the completed form with the bid. Failure to provide references with the bid may be cause for determining a bidder non-responsive. Bidders who do not have the required experience may not be considered for award.

9. QUALIFICATIONS OF CONTRACTOR

The Contractor shall perform all specified work using properly trained, skilled, bonded, and licensed individuals supervised by the Contractor. The Contractor shall be licensed and bonded in the State of Maryland and shall have a minimum of three (3) years experience in this or in related fields.

10. TECHNICAL QUESTIONS

Technical questions related to this quote should be addressed to Theresa Broad, Office Manager, 240-314-8918, tbroad@rockvillemd.gov.

11. ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the respondent's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to acknowledge an Addendum with your response may result in disqualification of proposal.

12. INSURANCE

The successful contractor shall meet all of the insurance requirements contained within this document. The contractor shall be required to furnish a certificate of insurance to include endorsements for additional insured and waiver of subrogation.

13. AWARD

The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable.

14. MFD OUTREACH PROGRAM

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.

15. ENVIRONMENTAL IMPACT

It is the intent of the City Of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this document's requirements for possible consideration and/or inclusion in future like requirements are encouraged.

QUOTE PRICING PAGE

ITEM	DESCRIPTION	RATE
1.	<p>Installation and delivery of Level IIA polycarbonate security glass that meets current NIJ industry standards.</p> <p>Approximate dimensions of 24x36 with a talk through opening and a pass thru.</p>	\$ _____
2.	<p>Installation and delivery of Level IIA polycarbonate security glass that meets current NIJ industry standards.</p> <p>Approximate dimensions of 36x36 with a talk through opening and a pass thru.</p>	\$ _____
3.	Grand Total of Service	\$ _____

GRAND TOTAL IN WORDS \$ _____.

NAME OF BIDDER _____



CITY OF ROCKVILLE, MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS
TO CONTRACTORS
REQUEST FOR QUOTATION – 10/2012

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the Contractor's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF QUOTE** All quotes are to be submitted to the location indicated on the front page of the Request for Quotation form. Unless otherwise specified, the following forms must be submitted:
 - Pricing Form
 - Affidavit (form attached)
 - W-9
 - References, if requested
 - Other forms as requested in the document.

The form must be typed or written in ink. Conditional quotes and quotes containing escalator clauses will not be accepted. All quotes must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Quotes must contain an original signature, in the space provided, of an individual authorized to bind the Contractor.

3. **LATE QUOTES** It is the Contractor's responsibility to assure delivery of the quote at the proper time to the designated location. Quotes delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addendum to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the Contractor to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will be posted at:
<http://rockvillemd.gov/business/quotes.htm#quotes>

Failure to acknowledge an addendum on the quote proposal form or to sign and return an Addendum with your response may result in disqualification of your quote.

5. **ACCEPTANCE OF QUOTES** Unless otherwise specified, the City will accept or reject any or all quotes or any or all items within ninety (90) days after the date of quote opening, unless extended by mutual consent of all parties.

6. **QUOTE WITHDRAWAL** Quotes may be withdrawn or modified under the following circumstances:
 - a. Where a mistake is discovered before the quote opening, the quote may be modified or withdrawn by written or electronic notice received by the purchasing agent prior to the time set for quote opening.
 - b. Where a mistake is discovered after the quote opening but prior to contract award, a quote: 1) may be corrected where the error is made and the intended quote price can be determined solely from the quote documents submitted, and the purchasing agent determines that the mistake was inadvertent and bona fide; May be withdrawn where the quote was submitted in good faith and the quote price is substantially lower than the other quotes due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a quote, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the quote.
 - c. No quote may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
 - d. No Contractor who is permitted to withdraw a quote shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn quote was submitted.
 - e. If a quote is withdrawn or award canceled under the authority of this section, the lowest remaining quote shall be deemed to be the low quote.
 - f. Nothing herein shall prevent the City from rejecting all quotes if deemed to be in the interest of the City or fair competition.
7. **CONTRACTOR INTEREST IN MORE THAN ONE QUOTE** Multiple quotes received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a Contractor is interested in more than one quote for a solicitation both as a Contractor and as a subcontractor for another Contractor will result in rejection of all quotes in which the Contractor is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more Contractors submitting a quote for the work. Any or all quotes may be rejected if reasonable grounds exist for believing that collusion exists among any Contractors. Contractors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
8. **PRICES** Quotes must be submitted on a firm, fixed price, and F.O.B. Destination basis only unless otherwise specified herein.
9. **ERRORS IN QUOTES** When an error is made in extending total prices, the unit price will govern. Erasures in quotes must be initialed by the Contractor.

10. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
11. **SPECIFICATIONS** Contractors are expected to be thoroughly familiar with all quote documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the quote documents individual pages or drawings may have been inadvertently omitted. Each Contractor shall carefully and thoroughly examine these quote documents for completeness. No claim of any Contractor will be allowed on the basis that quote documents are incomplete.
12. **QUOTE AWARD** will be made to lowest responsive and responsible Contractor complying with all provisions of the Invitation for Quote, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be quote.
13. **MULTI-YEAR QUOTES** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the Contractor decline the City's right to exercise any option period, the City may consider the Contractor in default, which may affect that Contractor's eligibility for future contracts.
14. **CONTRACTOR'S PAYMENT TERMS** The City will reject as non-responsive a quote under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a Contractor from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
15. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Contractors may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Quotes on other makes and/or models will be considered provided the Contractor clearly states on the proposal what is being proposed and forwards with the quote complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
16. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently MasterCard) executed by the purchasing agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1 of each year, as provided by the City Code.
17. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall acquiesce by specific manufacturer instructions and recommendations on installation and operation.
18. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
19. **BILLING** Unless otherwise specified invoices are to be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
20. **PAYMENT** shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
21. **ELECTRONIC PAYMENT OPTION**
The Contractor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:
<http://www.rockvillemd.gov/business/payment>
22. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
23. **DEFECTIVE MATERIALS/WORKMANSHIP**
Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
24. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the quote in whole or in part at the City's discretion as given in the Quote or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way

invalidate the contract nor affect the quote prices for any item or remaining work. Unit prices submitted in the quote shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in quotes provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the quote at the price quote and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price quote for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the quote document. The quantities must not exceed the contract specified quantities without specific written authorization of the purchasing agent and it is the Contractor's responsibility to obtain said authorization.

25. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
26. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the purchasing agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
27. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.
28. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.

29. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
30. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Contractor, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
31. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
32. **TRAVEL TIME** No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site.
33. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents is at the site.
34. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must

35. continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Contractor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address: http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf.

36. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
37. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this quote shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
38. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or

prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

39. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits.
40. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful Contractor must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

41. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
42. **SUBCONTRACTING** When allowed, Contractors who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor

43. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
44. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided. Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

45. **NOTICE TO CONTRACTORS** Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation." Contractors must supply with their quotes their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.
46. **QUALIFICATION TO CONTRACT WITH PUBLIC BODY** Contractors must be qualified to quote in the State in accordance with Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery in furtherance of obtaining a contract from the state or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, contractors, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
1. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
2. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
3. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
4. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, contractors, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
RFQ 039 FY16 Requirements Contract for Ballistic Glass Install
City Hall
111 Maryland Avenue
Rockville, MD 20850

REFERENCES

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The bidder shall be a competent and experienced contractor with an established reputation within the community. The bidder shall have performed similar work for a minimum period of three (3) years. The references must be those for whom the bidder has provided installation of markings/decals on vehicles of similar scope as determined by the City of Rockville.

1. Company Name _____
 Address: _____
 Contact Person: _____ Current phone #: _____
 Contract Amount: _____ Name of your project supervisor: _____
 Scheduled completion date: _____ Percent complete: _____
 Percent of work by own forces: _____
 Description: _____

2. Company Name _____
 Address: _____
 Contact Person: _____ Current phone #: _____
 Contract Amount: _____ Name of your project supervisor: _____
 Scheduled completion date: _____ Percent complete: _____
 Percent of work by own forces: _____
 Description: _____

3. Company Name _____
 Address: _____
 Contact Person: _____ Current phone #: _____
 Contract Amount _____ Name of your project supervisor: _____
 Scheduled completion date: _____ Percent complete: _____
 Percent of work by own forces: _____
 Description: _____

NAME OF BIDDER _____

A F F I D A V I T

I hereby affirm that: I am the _____ and the duly authorized representative of the firm of _____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of quotes or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of quotes or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached quote and of all pertinent circumstances respecting such quote;

2. Such quote is genuine and is not a collusive or sham quote

3. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Contractor, firm or person to submit a collusive or sham quote in connection with the Contract for which the attached quote has been submitted or to refrain from quoting in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached quote or of any other Contractor, or to fix any overhead, profit or cost element of the quote price or the quote price of any other Contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached quote are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Name of Firm _____

Signature and Title _____

Printed Name _____ Date _____

NAME OF BIDDER _____